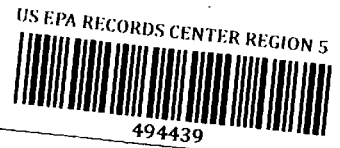


**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**



In Re:

MODERN PLASTICS
CORPORATION,

Debtor.

Case No. 09-00651 swd
Chapter 7
Honorable Scott W. Dales
Filed: January 26, 2009

**MOTION TO APPROVE OPTION TO PURCHASE REAL ESTATE
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)**

NOW COMES Thomas R. Tibble, Chapter 7 Trustee (the "Trustee"), through his attorneys, and moves the Court as follows:

1. On January 26, 2009, Debtor filed a Chapter 7 petition for relief under Chapter 7 of Title 11 of the United States Bankruptcy Code.
2. The Trustee was appointed and qualified as Chapter 7 Trustee in this case.
3. This Court has jurisdiction over this matter pursuant to 29 U.S.C. §§157 and 1334.
4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
5. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(N).
6. The assets of the bankruptcy estate being administered by the Trustee include the real property commonly known as 489 North Shore Drive, Benton Harbor, Michigan 49022 (the "Property"). The Property is legally described as:

Land situated in the City of Benton Harbor, Berrien County, State of Michigan and is described as follows:

Parcel #1

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the intersection of the North line of the lands owned by the Pere Marquette Railroad Company for its right of way with a line 200.00 feet East of and parallel to the Easterly line of the highway known as North Shore Drive; thence Southwesterly, along the Northerly line of said Railway land and along the Northerly line of said Railway produced in a straight line, to the intersection of the Easterly line of the said North Shore Drive; thence Northerly, along the Easterly line of

the North Shore Drive, to a point 25.00 feet North of the place of the beginning, measured at right angles with the Easterly line of said North Shore Drive; thence Easterly, at right angles with the Easterly line of said North Shore Drive, 200.00 feet; thence South 200.00 feet, East from and parallel to the East line of said North Shore Drive, 25.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0024-00-1

Parcel #2

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point on the East line of North Shore Drive, formerly called Willow Drive, that is 2151.76 feet West and 492.62 feet South 05 degrees 57 minutes East of the Northeast corner of the Southwest Quarter of said Section 18, being the intersection of the East line of North Shore Drive and the South line of Second Street; thence South 05 degrees 57 minutes East, along said East line of North Shore Drive, 631.20 feet to the North line of the Campbell-Naylor Company's land, thence North 84 degrees 02 minutes East 200.00 feet; thence North 05 degrees 57 minutes West, along a line parallel to and 200.00 feet from the said East line of North Shore Drive, 609.95 feet to the South line of a strip of land 60.00 feet in width, conveyed to the City of Benton Harbor, for street purposes, and called Second Street, thence Westerly, along the South line of said Street, 201.12 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-01-6

Parcel #3

That part of the Northwest fractional Quarter of the Southwest fractional Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows; Commencing at the intersection of the East and West Quarter line of said Section 18 with the East line of North Shore Drive; thence South 05 degrees 57 minutes East, along the East line of North Shore Drive, 492.69 feet to a point; thence Easterly, parallel with said East and West Quarter line of Section 18, 261.10 feet to a point which is the place of beginning of the parcel of land herein described; thence Easterly on and along the extension of the last described line, 200.00 feet to a point; thence Southeasterly along a line that makes an angle of 94 degrees 57 minutes with the last described line at the last described point, 230.00 feet to a point; thence Westerly, along a line that makes an angle of 90 degrees 47 minutes with the last described line at the last described point, 203.45 feet to a point; thence Northeasterly, along a line that makes an angle of 70 degrees 22 minutes with the last described line at the last described point, 25.00 feet to a point; thence Northwesterly, along a line that makes an angle of 19 degrees 51 minutes with the last described line at the last described point, 226.50 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-00-8

Parcel #4

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of Klock Road and North Shore Drive, as relocated in 1940; thence Southerly along the Easterly line of North Shore Drive, as relocated, 161.00 feet, more or less, to the Northerly line of the land now owned by the Modern Plastics Corporation, a Michigan corporation, thence Easterly, along a line parallel to and 490.00 feet Southerly, at right angles from the North line of the said Southwest Quarter of Section 18, 400.00 feet, thence North 5 degrees 57 minutes West, 161.00 feet, more or less, to a point on the Southerly line of Klock Road, thence West, along the South line of Klock Road, which line is 330.00 feet South of and parallel to the North line of the said Southwest Quarter of Section 18, 400.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0021-02-9

Parcel #5

That part of the Southwest Quarter of the fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing 2117.36 feet West and 330.00 feet South of the center of said Section, thence South 05 degrees 57 minutes East, along the East line of Willow Drive, now North Shore Drive, as surveyed previous to 1939, 160.87 feet; thence East, on a line that is parallel to and 490.00 feet South of the East and West Quarter line of said Section, 967.72 feet to the West line of Klock Road; thence North 17 degrees 30 minutes West 167.76 feet; thence West 933.94 feet, all along the West and South line of Klock Road, to the place of the beginning;

EXCEPTING THEREFROM land conveyed to the City of Benton Harbor for right of way for North Shore Drive; ALSO EXCEPTING THEREFROM the West 400.00 feet thereof.

Tax Parcel Id. No.: 11-54-0018-0021-01-1

Parcel #6

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of North Shore Drive and Klock Road; thence East, on and along the South right of way line of Klock Road, 931.18 feet to a point, thence South 17 degrees 30 minutes East, 167.76 feet to a point, which point is the place of beginning of the parcel of land herein described; thence West 303.94 feet to a point; thence South 05 degrees 57 minutes East, 173.18 feet to a point; thence North 64 degrees 45 minutes East 259.28 feet to a point; thence North 54 degrees 08 minutes East 70.74 feet to a point; thence North 17 degrees 30 minutes West 20.90 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0025-02-4

Parcel #7

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point that is 200.00 feet North 84 degrees 03 minutes East of the Easterly line of North Shore Drive and 203.50 feet Northerly from, measured at right angles to the centerline of the Southbound track of the Chesapeake and Ohio Railway Company; thence North 43 degrees 20 minutes East 380.00 feet to a point; thence North 62 degrees 08 minutes East 189.20 feet to a point; thence South 73 degrees 56 minutes West 206.14 feet to a point; thence North 84 degrees 16 minutes West 203.45 feet to a point; thence South 13 degrees 54 minutes West 150.73 feet to a point; thence South 5 degrees 57 minutes East, parallel with the Easterly line of North Shore Drive, to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-03-2

7. The Trustee has entered into an Option to Purchase Real Estate dated October 16, 2012 (the "Agreement") attached as **Exhibit 1**.

8. Pursuant to the Agreement, the Trustee has agreed to grant to 3 OCIR 337, LLC, a Michigan limited liability company, or its assigns (the "**Purchaser**") on option to purchase the Property for the amount of \$25,000.00 (the "**Option**").

9. Notwithstanding exercise of the Option, Purchaser is not obligated to close the purchase unless (a) Purchaser is able to obtain good, marketable and insurable title to the Property at Purchaser's sole expense, and (b) the Trustee obtains approval of this Court for the Trustee to enter into the Agreement, to perform its terms, and to retain the purchase price free and clear of all liens and encumbrances.

10. Given the substantial liens against the Property and the environmental condition of the Property, the Trustee believes that the purchase price of \$25,000.00 is the fair market value to the estate.

11. Based upon the latest title work obtain by the Trustee, liens against the Property include the following:

Mortgage, assignment of leases and rents, security agreement and financing statement in the original principal amount of \$4,000,000.00 dated December 5, 1995, recorded December 8, 1995, in Liber 1723, Page 957, as amended, Berrien County Records, given by Debtor to The CIT Group/Credit Finance, Inc.

Future advance mortgage in the original principal amount of \$4,250,000.00 dated June 25, 2003, recorded July 22, 2003, in Liber 2408, Page 1691, Berrien County Records, given by Debtor to LaSalle Bank National Association.

Assignment of rents from Debtor to LaSalle Bank National Association dated June 25, 2003, recorded July 22, 2003, in Liber 2408, Page 1726, Berrien County Records.

Notice of levy in favor of Kelly Services dated November 6, 2008, recorded November 6, 2008, in Liber 2864, Page 629, Berrien County Records, pursuant to a judgment in the amount of \$65,324.44.

Notice of levy in favor of Nation Wide Services, Inc., dated November 6, 2008, recorded November 6, 2008, in Liber 2864, Page 633, Berrien County Records, pursuant to a judgment in the amount of \$26,431.14.

Jeopardy assessment in the amount of \$83,049.34 against Debtor dated July 18, 2008, recorded July 21, 2008, in Liber 2851, Page 2731, Berrien County Records.

Notice of unemployment insurance agency tax lien in the amount of \$29,611.40 against Debtor dated December 21, 2006, recorded June 12, 2007, in Liber 2795, Page 1697, Berrien County Records.

12. The deposit of \$5,000.00 payable to the Trustee pursuant to the Agreement is non-refundable to the Purchaser for any reason, including but not limited to Purchaser's termination of the Agreement.

13. The Trustee is agreeing to the terms of the Agreement and to conveyance of the Property solely as Chapter 7 Trustee in this bankruptcy case and not individually.

14. Title to the Property will be conveyed by the Trustee's execution of a trustee's deed.

15. The Trustee makes no representation or warranty in the Agreement as to title to the Property.

16. Conveyance of the Property pursuant to the Agreement is to be made on an "AS IS, WHERE IS" basis as of the date of closing of the conveyance, without representation or warranty, express or implied of any kind, nature, or description, including without limitation any warranty by description or of merchantability, habitability, usability, or of fitness for any purpose. The Trustee will not be obligated or required to inspect, test or report on the condition of the Property, or the operability of the Property, or the usability of the Property, or the existence of any obvious or concealed defects in the Property.

17. The Trustee requests that the order of this Court approving the terms of this motion take immediate effect, and that the fourteen (14) day stay provided by Fed. R. Bankr. P. 6004(h) not apply.

18. The Trustee believes that it is in the best interest of this estate that he be authorized to convey the Property upon the terms and conditions set forth above.

WHEREFORE, the Trustee requests that this Court authorize the Trustee to enter into the Agreement, to perform its terms, and to convey the Property on the terms of the Agreement upon the exercise of the Option, and grant the Trustee such other, further or different relief as is just and equitable.

WARNER NORCROSS & JUDD LLP
Attorneys for Trustee

Dated: November 1, 2012

By: /s/ Timothy Hillegonds
Timothy Hillegonds (P25555)
900 Fifth Third Center, 111 Lyon St NW
Grand Rapids, MI 49503
Email thillegonds@wnj.com
(616) 752-2132

8649460-1

SCHEDULE 1

AGREEMENT

OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (this "Agreement") is made as of this 16th day of October, 2012, between Thomas R. Tibble, Chapter 7 Trustee in the matter of Modern Plastics Corporation, Debtor, Case No. 09-00651 swd, in the United States Bankruptcy Court for the Western District of Michigan, and not individually ("Seller"), whose address is 2813 West Main Street, Kalamazoo, Michigan 49006 and 3 OCIR 337, LLC, a Michigan limited liability company ("Purchaser"), whose address is c/o The Corporation Company, 30600 Telegraph Road, Suite 2345, Bingham Farms, Michigan 48025.

WITNESSETH:

WHEREAS, Modern Plastics Corporation, a Michigan corporation, filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq., in the United States Bankruptcy Court for the Western District of Michigan (the "Bankruptcy Court"), which case is administered under Case No. 09-00651 swd (the "Bankruptcy Proceedings").

WHEREAS, Seller desires to grant an option to Purchaser to purchase certain real property located in the City of Benton Harbor, Berrien County, Michigan described on Exhibit A attached hereto and made a part hereof, together with the improvements, rights, easements and appurtenances located thereon and appertaining thereto (the "Property"), as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and of the benefits to be derived herefrom, Purchaser and Seller hereby agree as follows:

1. Grant of Option; Purchase Price. Seller grants to Purchaser the exclusive and irrevocable option (the "Option") to purchase, at the price and upon the terms and conditions set forth below, the Property. In the event the Option is exercised by Purchaser as hereinafter provided, the purchase price for the Property shall be Twenty Five Thousand and 00/100 Dollars (\$25,000.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(a) As consideration for the Option, within three (3) days of the Effective Date, Purchaser shall pay Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") to Seller. The Deposit shall be applied to the Purchase Price at Closing, but is nonrefundable to Purchaser for any reason, including but not limited to termination of this Agreement by Purchaser.

(b) On the Closing Date (hereinafter defined) Purchaser shall pay to Seller such additional sum so that the Deposit plus such additional sum equals the Purchase Price. Purchaser acknowledges that in the event it delivers the Option Notice (as defined herein) to Seller, Purchaser's obligations hereunder are not subject to or contingent upon Purchaser's ability to obtain financing for its purchase of the Property.

2. Termination. Purchaser may, at any time prior to the Expiry Date (hereinafter defined), notify Seller in writing that this Agreement is terminated. In the event such notice is given, neither Seller nor Purchaser shall have any further liability hereunder.

3. Exercise of Option. The Option may be exercised by Purchaser by delivery of written notice to Seller (the "Option Notice") at the address set forth in paragraph 14 on or before six (6) months after the Effective Date (the "Expiry Date"). The period commencing on the Effective Date and ending on the Expiry Date shall be called herein the "Option Period". If not exercised during the Option Period, the Option shall lapse.

4. Closing. The closing on the purchase and sale of the Property contemplated hereby ("Closing") shall occur on or before twenty (20) days following exercise of the Option by Purchaser, such date being the "Closing Date".

5. Title. Seller shall convey title to the Property to Purchaser by trustee's deed, without any warranties of title other than with respect to claims against the Property by persons or entities holding their interests which were granted or conveyed by Seller. Purchaser, at its expense, shall obtain whatever evidence of marketable title as Purchaser may require.

6. Contingencies. Notwithstanding the exercise of the Option by Purchaser, Purchaser need not proceed with the Closing unless (a) Purchaser is able to obtain good, marketable and insurable title to the Property, at Purchaser's sole expense, and (b) Seller obtains the approval of the Bankruptcy Court for Seller to enter into this Agreement, to perform its terms and to retain the Purchase Price free and clear of all liens and encumbrances, which approval is also a condition to this Agreement becoming binding on the Seller. The date of entry of an order of the Bankruptcy Court in the Bankruptcy Proceedings approving this Agreement is referred to in this Agreement as the "Effective Date". Seller shall apply promptly to the Bankruptcy Court for approval of this Agreement.

7. Access. Seller grants to Purchaser and persons designated by Purchaser the right and permission at any time during the Option Period to enter upon the Property to inspect, appraise and survey the Property and to make and carry away the samples of borings, soil bearing tests and other tests such as for hazardous conditions to determine the suitability of the Property for Purchaser's purposes; provided, however, that tests and other entries upon the Property shall be so conducted as not to damage the Property unduly and shall be at Purchaser's sole expense. Purchaser shall be responsible to ensure that the Property is promptly returned to a condition substantially similar to that found prior to entry. Purchaser shall indemnify, defend and hold Seller harmless from and against any claims, loss or damage resulting from the exercise of the rights granted Purchaser under this paragraph. Prior to entry upon any portion of the Property, Purchaser, and anyone acting on behalf of Purchaser, shall obtain a policy of general liability insurance in form and substance satisfactory to Seller. That policy shall name Seller as an additional insured. Seller shall be provided adequate evidence of coverage.

8. Condemnation; Casualty. If prior to Closing any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice to Purchaser and Purchaser shall have the right to (a) terminate this Agreement, or (b) proceed to close with an assignment by Seller to Purchaser of condemnation or settlement proceeds receivable after Closing and a reduction of the Purchase Price equal to any proceeds received by Seller prior to Closing. In addition, if, prior to Closing, the Property is damaged by fire or other casualty, Purchaser shall have the right to either: (i) terminate this Agreement, or (ii) proceed to close with an assignment by Seller to Purchaser of all insurance proceeds receivable after Closing and a reduction in the Purchase Price equal to any proceeds received by Seller prior to Closing, and if Seller's casualty insurer shall at any time after such election deny coverage in whole or in part, this Agreement shall terminate at the election of either party with the same effect as if Purchaser had elected to proceed under clause (i) above.

9. Prorations and Expenses. All taxes and assessments, including all unpaid assessments, whether or not due, which are a lien on the Property at the Closing Date, shall be paid by Purchaser. Seller shall pay the cost of any documentary transfer tax on the Purchase Price levied in accordance with requirements of lawful authority. Purchaser and Seller shall each pay one-half of any escrow fees. All other expenses relating to Closing (excepting any title insurance premium for title insurance coverage obtained by Purchaser in the amount of the Purchase Price, which shall be paid by Purchaser) shall be

divided between Purchaser and Seller in accordance with real estate customs of the County in which the Property is located. Purchaser shall receive credit on the Purchase Price for the Deposit.

10. Warranties, Representations and Covenants. Seller represents, warrants and covenants with Purchaser the following:

(a) Seller is the owner of the Property solely as Chapter 7 Trustee and Seller has full power and authority to enter into and consummate this transaction, but only if and when this Agreement is approved by the Bankruptcy Court after notice and hearing to all parties in interest in the Bankruptcy Proceedings.

(b) Seller shall not create on the Property any easements, leases, encumbrances or other interests that would materially affect the ability to develop the Property or Seller's ability to comply with the terms of this Agreement.

11. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

12. Remedies. In the event of a default by Purchaser, the Deposit paid to Seller shall be Seller's sole and exclusive remedy. In the event of a default by Seller, Purchaser shall be entitled to receive specific performance as Purchaser's sole and exclusive remedy.

13. Broker. Purchaser and Seller each hereby represent and warrant to the other that it has not dealt with any broker or finder in connection with this transaction and that no commission or fee is due any broker or finder as a result of such party's actions as a result of this transaction.

14. Notices. All notices or demands hereunder shall be in writing and shall be delivered by personal delivery, by certified mail, return receipt requested, postage prepaid, by recognized national overnight delivery service using delivery receipts or by fax or email with verification of transmission, and mailed promptly by certified mail, return receipt requested, postage prepaid to the party receiving said notice at the address set forth below. Notice shall be effective upon receipt, if personally delivered or faxed, five (5) days after posting, if only mailed, or one (1) business day following deposit in the case of overnight delivery service.

To Seller: Thomas R. Tibble
2813 West Main Street
Kalamazoo, Michigan 49006
Telephone Number: 269-342-9482
Facsimile Number: 269- 342-9799
Email: tomtib@aol.com

And with a copy to: Warner Norcross & Judd LLP
Attention: Timothy Hillegonds
900 Fifth Third Center
111 Lyon Street NW
Grand Rapids, Michigan 49503
Telephone Number: 616-752-2132
Facsimile Number: 616-222-2132
Email: thillegonds@wnj.com

To Purchaser: 3 OCIR 337, LLC

c/o The Corporation Company, 30600 Telegraph Road
Suite 2345, Bingham Farms, Michigan 48025

If to Escrow Agent: Chicago Title of Michigan
3819 Rivertown Parkway, Suite 700
Grandville, Michigan 49418
Attention: Shelley Modrak
Telephone Number: (616) 257-3100
Facsimile Number: (616) 257-3101
Email: shelley.modrak@CTT.com

Notice may be sent on behalf of either party by its counsel.

15. Failure to Deliver the Option Notice; Operation of Property. If Purchaser fails to deliver the Option Notice prior to the Expiry Date, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all final inspection reports and environmental audits and reports obtained by Purchaser in connection with the due diligence Purchaser conducted with respect to the Property. Until the earlier of the Expiry Date or the Closing, Seller shall (i) not sell, transfer, mortgage, convey, grant or assign any interest in the Property or otherwise encumber the Property (other than the Memorandum of Option as noted below) without the express written consent of Purchaser; (ii) not seek any alteration, modification, amendment and/or termination of any zoning classification or permit respecting all or any portion of the Property; and (iii) furnish to Purchaser within ten (10) days after receipt by Seller any and all notices of any proposed action under or violation of any law, statute, ordinance, rule or regulation affecting all or any portion of the Property.

16. Miscellaneous.

(a) Successors. This Agreement shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, beneficiaries, administrators, personal and/or legal representatives, successors and assigns.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and there are no representations, oral or written, relating to the real estate involved or to this transaction which have not been incorporated herein.

(c) Severability. Should any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document and all of which, taken together, shall constitute one and the same instrument.

(e) Controlling Law. This Agreement shall be governed by the laws of the State of Michigan.

(f) Memorandum of Option. Simultaneous with the execution of this Agreement: Purchaser and Seller shall execute (i) a Memorandum of Option which shall be recorded by Purchaser at its cost in the Berrien County Records and (ii) a Termination of Option and deposit the same in escrow with Chicago Title of Michigan located at 1901 Niles Ave, Saint Joseph, MI 49085, as escrow agent (the "Escrow Agent"), and the recording fees for such Termination of Option shall be paid by Purchaser. The

Termination of Option shall be recorded by the Escrow Agent if Purchaser does not deliver the Option Notice and close on its purchase of the Property as provided in this Agreement and the Escrow Agent receives written notice thereof from Purchaser, with a copy to Seller.

(g) Condition of Property. Purchaser shall acquire the Property in its condition as of the Closing Date "AS IS WHERE IS" without any representation or warranty by Seller as to the usability of the Property for any purpose. Seller makes no representations or warranties as to the condition of the Property, its usability by Purchaser for any purpose, or the liens (including but not limited to tax liens), encumbrances or interests in the Property held by any person or entity other than those which may have been created by Seller.

(h) Assignment. Purchaser may assign its rights under this Agreement to an entity which has entered into an agreement with Purchaser to purchase the Property.

(i) Dates. If a deadline falls or notice is required on a Saturday, Sunday or legal banking holiday, then the deadline or notice shall be extended to the next calendar day which is not a Saturday, Sunday or legal holiday.

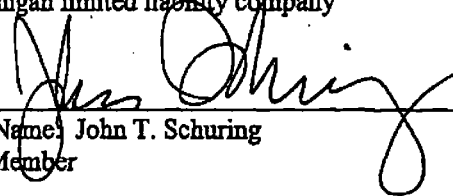
(j) Time. Time is of the essence for this Agreement.

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WITNESS the due execution hereof by the parties hereto as of the dates set forth next to the names of the parties below.

"PURCHASER"

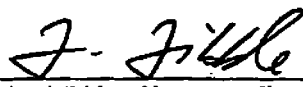
3 OCIR 337, LLC,
a Michigan limited liability company

By: 
Print Name: John T. Schuring
Its: Member

Date: 10/9/12

"SELLER"

Date: October 16, 2012


Thomas R. Tibble, Chapter 7 Trustee in the matter of
Modern Plastics Corporation, Debtor, Case No. 09-
00651 swd, in the United States Bankruptcy Court for
the Western District of Michigan, and not individually

8633499-2

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land situated in the City of Benton Harbor, Berrien County, State of Michigan described as follows:

Parcel #1

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the intersection of the North line of the lands owned by the Pere Marquette Railroad Company for its right of way with a line 200.00 feet East of and parallel to the Easterly line of the highway known as North Shore Drive; thence Southwesterly, along the Northerly line of said Railway land and along the Northerly line of said Railway produced in a straight line, to the intersection of the Easterly line of the said North Shore Drive; thence Northerly, along the Easterly line of the North Shore Drive, to a point 25.00 feet North of the place of the beginning, measured at right angles with the Easterly line of said North Shore Drive; thence Easterly, at right angles with the Easterly line of said North Shore Drive, 200.00 feet; thence South 200.00 feet, East from and parallel to the East line of said North Shore Drive, 25.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0024-00-1

Parcel #2

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point on the East line of North Shore Drive, formerly called Willow Drive, that is 2151.76 feet West and 492.62 feet South 05 degrees 57 minutes East of the Northeast corner of the Southwest Quarter of said Section 18, being the intersection of the East line of North Shore Drive and the South line of Second Street; thence South 05 degrees 57 minutes East, along said East line of North Shore Drive, 631.20 feet to the North line of the Campbell-Naylor Company's land, thence North 84 degrees 02 minutes East 200.00 feet; thence North 05 degrees 57 minutes West, along a line parallel to and 200.00 feet from the said East line of North Shore Drive, 609.95 feet to the South line of a strip of land 60.00 feet in width, conveyed to the City of Benton Harbor, for street purposes, and called Second Street, thence Westerly, along the South line of said Street, 201.12 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-01-6

Parcel #3

That part of the Northwest fractional Quarter of the Southwest fractional Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows; Commencing at the intersection of the East and West Quarter line of said Section 18 with the East line of North Shore Drive; thence South 05 degrees 57 minutes East, along the East line of North Shore Drive, 492.69 feet to a point; thence Easterly, parallel with said East and West Quarter line of Section 18, 261.10 feet to a point which is the place of beginning of the parcel of land herein described; thence Easterly on and along the extension of the last described line, 200.00 feet to a point; thence Southeasterly along a line that makes an angle of 94 degrees 57 minutes with the last described line at the last described point, 230.00 feet to a point; thence Westerly, along a line that makes an angle of 90 degrees 47 minutes with the last described line at the last described point, 203.45 feet to a point; thence Northeasterly, along a line that makes an angle of 70 degrees 22 minutes with the last described line at the last described point, 25.00 feet to a point; thence Northwesterly, along a line that makes an angle of 19 degrees 51 minutes with the last described line at the last described point, 226.50 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-00-8

Parcel #4

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of Klock Road and North Shore Drive, as relocated in 1940; thence Southerly along the Easterly line of North Shore Drive, as relocated, 161.00 feet, more or less, to the Northerly line of the land now owned by the Modern Plastics Corporation, a Michigan corporation, thence Easterly, along a line parallel to and 490.00 feet Southerly, at right angles from the North line of the said Southwest Quarter of Section 18, 400.00 feet, thence North 5 degrees 57 minutes West, 161.00 feet, more or less, to a point on the Southerly line of Klock Road, thence West, along the South line of Klock Road, which line is 330.00 feet South of and parallel to the North line of the said Southwest Quarter of Section 18, 400.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0021-02-9

Parcel #5

That part of the Southwest Quarter of the fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing 2117.36 feet West and 330.00 feet South of the center of said Section, thence South 05 degrees 57 minutes East, along the East line of Willow Drive, now North Shore Drive, as surveyed previous to 1939, 160.87 feet; thence East, on a line that is parallel to and 490.00 feet South of the East and West Quarter line of said Section, 967.72 feet to the West line of Klock Road; thence North 17 degrees 30 minutes West 167.76 feet; thence West 933.94 feet, all along the West and South line of Klock Road, to the place of the beginning;

EXCEPTING THEREFROM land conveyed to the City of Benton Harbor for right of way for North Shore Drive; ALSO EXCEPTING THEREFROM the West 400.00 feet thereof.

Tax Parcel Id. No.: 11-54-0018-0021-01-1

Parcel #6

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of North Shore Drive and Klock Road; thence East, on and along the South right of way line of Klock Road, 931.18 feet to a point, thence South 17 degrees 30 minutes East, 167.76 feet to a point, which point is the place of beginning of the parcel of land herein described; thence West 303.94 feet to a point; thence South 05 degrees 57 minutes East, 173.18 feet to a point; thence North 64 degrees 45 minutes East 259.28 feet to a point; thence North 54 degrees 08 minutes East 70.74 feet to a point; thence North 17 degrees 30 minutes West 20.90 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0025-02-4

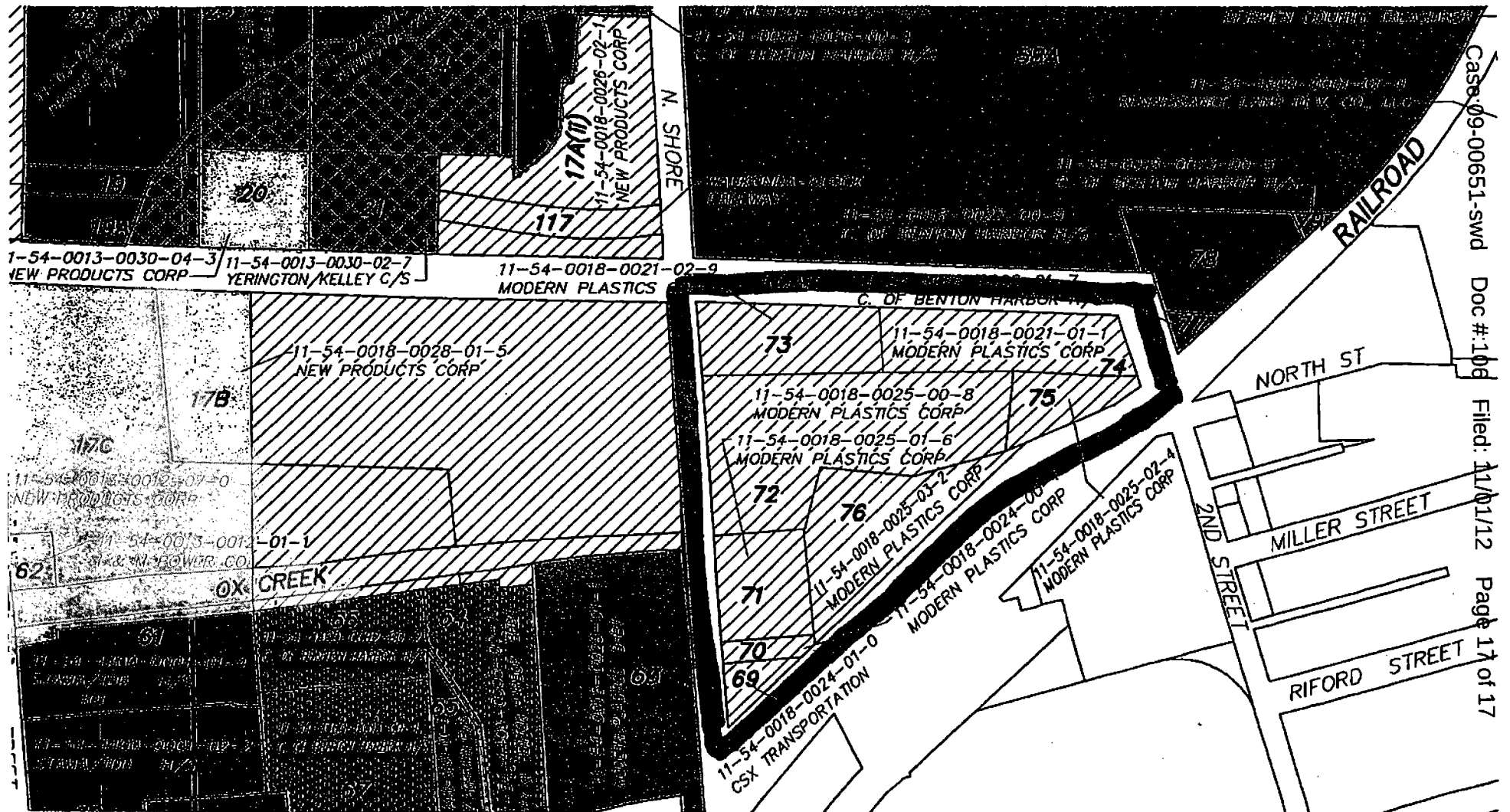
Parcel #7

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point that is 200.00 feet North 84 degrees 03 minutes East of the Easterly line of North Shore Drive and 203.50 feet Northerly from, measured at right angles to the centerline of the Southbound track of the Chesapeake and Ohio Railway Company; thence North 43 degrees 20 minutes

East 380.00 feet to a point; thence North 62 degrees 08 minutes East 189.20 feet to a point; thence South 73 degrees 56 minutes West 206.14 feet to a point; thence North 84 degrees 16 minutes West 203.45 feet to a point; thence South 13 degrees 54 minutes West 150.73 feet to a point; thence South 5 degrees 57 minutes East, parallel with the Easterly line of North Shore Drive, to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-03-2

EXHIBIT A, PART 2



It is the intention of the parties that the Property include all of Seller's right, title and interest in the property depicted above and the foregoing legal description are subject to verification, and if necessary, correction by survey.

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

In Re:

MODERN PLASTICS
CORPORATION,

Debtor.
_____ /

Case No. 09-00651 swd
Chapter 7
Honorable Scott W. Dales
Filed: January 26, 2009

**NOTICE TO CREDITORS AND OTHER PARTIES OF INTEREST
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)**

PLEASE TAKE NOTICE that Thomas R. Tibble, Chapter 7 Trustee, has filed a Motion to Approve Option to Purchase Real Estate (the "**Motion**"). The Motion and a copy of a proposed Order, is attached to this Notice. In accordance with Fed. R. Bankr. P. 2002(a)(2) and LBR 9013, objections to the Motion or a request for a hearing must be filed and served within twenty one (21) days of the mailing of this notice. If you file written objections or a request for a hearing, the original must be filed with:

United States Bankruptcy Court
One Division Avenue N.W. Room 200
Grand Rapids, Michigan 49503

and a copy must be mailed to the following:

Timothy Hillegonds
Warner Norcross & Judd LLP
900 Fifth Third Center, 111 Lyon St.
Grand Rapids, Michigan 49503

Thomas R. Tibble
2813 West Main Street
Kalamazoo, Michigan 49006

If no objections or requests for a hearing are timely filed and served, the Court may approve and enter the proposed Order and otherwise grant the requested relief without a hearing. If a timely objection or request for a hearing is filed and served, a hearing on the Motion will be held at a date and time set by the Clerk of the Bankruptcy Court.

Dated: November 1, 2012

WARNER NORCROSS & JUDD LLP
Attorneys for Chapter 7 Trustee

By /s/ Timothy Hillegonds
Timothy Hillegonds (P25555)
900 Fifth Third Center, 111 Lyon St. NW
Grand Rapids, MI 49503
thillegonds@wnj.com
616-752-2132

Date Mailed: November 1, 2012

8649460-1

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

In Re:

MODERN PLASTICS
CORPORATION,

Debtor.

Case No. 09-00651 swd
Chapter 7
Honorable Scott W. Dales
Filed: January 26, 2009

PROOF OF SERVICE

Documents served:

**MOTION TO APPROVE OPTION TO PURCHASE REAL ESTATE
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)**

**ORDER TO APPROVE OPTION TO PURCHASE REAL ESTATE
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)**

**NOTICE TO CREDITORS AND OTHER PARTIES OF INTEREST
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)**

Persons served:

All those listed on the attached matrix

The undersigned certifies that a copy of the documents listed as served above was served upon the parties listed above at their respective addresses either electronically, or by depositing said copies in the U.S. mail, postage prepaid:

Dated: November 1, 2012

I declare that the statement above is true to the best of my information, knowledge and belief.

Dated: November 1, 2012

WARNER NORCROSS & JUDD LLP
Attorneys for Chapter 7 Trustee

By: /s/ Timothy Hillegonds

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Label Matrix for local noticing
0646-1
Case 09-00651-swd
Western District of Michigan
Grand Rapids
Wed Oct 31 13:50:12 EDT 2012

A STAMP CO
PO BOX 849
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ACCU SPEC INC
2660 LAWRENCE STREET
Stevensville, MI 49127-1252

ACS INC
ASSEMBLY COMPONENTS SYSTEM
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AMERISTAR INDUSTRIES INC
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A LA CART INC
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PO BOX 7108
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Plaistow, NH 03865-2424

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Grand Rapids, MI 49512-5328

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D/B/A SPARTAN WOOD PRODUCTS
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GARDNER DENVER HANOVER INC
PO BOX 952195
ST LOUIS, MO 63195-2195

GARRETT LABORATORIES INC
PO BOX 645
NILES, MI 49120-0645

GEARHART, ANDREW
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ATLANTA, GA 30384-8145

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WILLIAMS, RUTH
942 PEARL ST
Benton Harbor, MI 49022-5347

WILLIS, CORY P
890 NORTH SHORE DRIVE
APT 2
Benton Harbor, MI 49022-2825

WILSON, VERNICQUA
554 HECK COURT
Benton Harbor, MI 49022-4106

WINKEL, GWENDOLYN
PO BOX 524
Stevensville, MI 49127-0524

WITTIG, TODD
7116 LAKE ROAD
Coloma, MI 49038-9647

WOJCIEK, JOHN M
FARINA & WOJCIEK PC
45 N WHITTAKER STE 200
New Buffalo, MI 49117-1173

WOLF'S PROPERTY INC
250 W MAIN STREET
Benton Harbor, MI 49022-3632

WOLOCK, RACHEL L
DICKINSON WRIGHT PLLC
500 WOODWARD AVE STE 4000
Detroit, MI 48226-3425

WOLTER, CLIFFORD
2597 M-140
Watervliet, MI 49098-9522

WOOFORD, ALICE
166 KLINE
Benton Harbor, MI 49022-4967

WORD, SAMUEL
218 MESSENER
Benton Harbor, MI 49022-6518

Jonathan T. Walton Jr.
Walton & Donnelly PC
1550 Buhl Bldg
535 Griswold St
Detroit, MI 48226-3601

Robert F. Wardrop II
Wardrop & Wardrop, P.C.
300 Ottawa Avenue, N.W., Ste 150
Grand Rapids, MI 49503-2308

Welford, Jay L
Jaffe Raitt Heuer & Weiss
27777 Franklin Rd., Ste 2500
Southfield, MI 48034-8214

Rachel L. Wolock
Dickinson Wright PLLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226-5403

XEROX CORP
PO BOX 827181
PHILADELPHIA, PA 19182-7181

YACK, ROBERT
309 DUNHAM AVE
Saint Joseph, MI 49085-2209

YANEY, CALA
5344 WOODLAND TRAIL
Coloma, MI 49038-8401

YATES, SHARON
4630 MANER ROAD
Benton Harbor, MI 49022-9217

YATES, STEVE
552 S OTTAWA
Benton Harbor, MI 49022-6032

YELLOW FREIGHT SYSTEM INC
PO BOX 73149
CHICAGO, IL 60673-7149

YESKE, BETTY
7604 RED ARROW HIGHWAY
LOT 22
Watervliet, MI 49098-9001

YESKE, GREG
7604 RED ARROW
LOT 22
Watervliet, MI 49098-9001

ZELMER, GEORGE
60131 M51
Dowagiac, MI 49047-9771

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

INTERNAL REVENUE SERVICE
INSOLVENCY UNIT
PO BOX 21126
Philadelphia, PA 19114

SPRINT
PO BOX 4181
CAROL STREAM, IL 60197-4191

(d)US DEPT OF TREASURY
INTERNAL REVENUE SERVICE
PO BOX 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)BENTON HARBOR CITY TREASURER
200 E WALL STREET
Benton Harbor, MI 49022-4420

(u)Bank of America, N.A.

(u)Blue Cross Blue Shield of Michigan

(d)CLERK OF THE COURT
2ND CIRCUIT COURT
811 PORT STREET
Saint Joseph, MI 49085-1187

(d)CLERK OF THE COURT
BERRIEN COUNTY CIRCUIT COURT
811 PORT STREET
Saint Joseph, MI 49085-1187

(u)Scott W. Dales

(u)Doster Real Estate, LLC
c/o SPI Blow Molding

(u)E TENNEY MILLER

(d)State of Michigan, Department of Treasury
Revenue and Collections Division
P.O. Box 30754
Lansing, MI 48909-8254

(u)Unemployment Insurance Agency, Department

(d)United States Trustee
The Ledyard Building, 2nd Floor
125 Ottawa NW, Suite 200R
Grand Rapids, MI 49503-2837

End of Label Matrix
Mailable recipients 478
Bypassed recipients 11
Total 489

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

MODERN PLASTICS
CORPORATION,

Debtor.

Case No. 09-00651 swd
Chapter 7
Honorable Scott W. Dales
Filed: January 26, 2009

ORDER APPROVING OPTION TO PURCHASE REAL ESTATE
(489 NORTH SHORE DR., BENTON HARBOR, MICHIGAN 49022)

Thomas R. Tibble, Chapter 7 Trustee (the "**Trustee**") has filed a motion (the "**Motion**") to approve the option to purchase real estate dated October 16, 2012 (the "**Agreement**") between the Trustee and 3 OCIR 337, LLC, a Michigan limited liability company, or its assigns (the "**Purchaser**"), pursuant to which the Trustee has agreed to grant to the Purchaser an option to purchase the following described real property commonly known as 489 North Shore Drive, Benton Harbor, Michigan 49022 (the "**Property**") pursuant to the terms of the Agreement:

Land situated in the City of Benton Harbor, Berrien County, State of Michigan described as follows:

Parcel #1

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the intersection of the North line of the lands owned by the Pere Marquette Railroad Company for its right of way with a line 200.00 feet East of and parallel to the Easterly line of the highway known as North Shore Drive; thence Southwesterly, along the Northerly line of said Railway land and along the Northerly line of said Railway produced in a straight line, to the intersection of the Easterly line of the said North Shore Drive; thence Northerly, along the Easterly line of the North Shore Drive, to a point 25.00 feet North of the place of the beginning, measured at right angles with the Easterly line of said North Shore Drive; thence Easterly, at right angles with the Easterly line of said North Shore Drive, 200.00 feet; thence South 200.00 feet, East from and parallel to the East line of said North Shore Drive, 25.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0024-00-1

Parcel #2

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point on the East line of North Shore Drive, formerly called Willow Drive, that is 2151.76 feet West and 492.62 feet South 05 degrees 57 minutes East of the Northeast corner of the Southwest Quarter of said Section 18, being the intersection of the East line of North Shore Drive and the South line of Second Street; thence South 05 degrees 57 minutes East, along said East line of North Shore Drive, 631.20 feet to the North line of the Campbell-Naylor Company's land, thence North 84 degrees 02 minutes East 200.00 feet; thence North 05 degrees 57 minutes West, along a line parallel to and 200.00 feet from the said East line of North Shore Drive, 609.95 feet to the South line of a strip of land 60.00 feet in width, conveyed to the City of Benton Harbor, for street purposes, and called Second Street, thence Westerly, along the South line of said Street, 201.12 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-01-6

Parcel #3

That part of the Northwest fractional Quarter of the Southwest fractional Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the intersection of the East and West Quarter line of said Section 18 with the East line of North Shore Drive; thence South 05 degrees 57 minutes East, along the East line of North Shore Drive, 492.69 feet to a point; thence Easterly, parallel with said East and West Quarter line of Section 18, 261.10 feet to a point which is the place of beginning of the parcel of land herein described; thence Easterly on and along the extension of the last described line, 200.00 feet to a point; thence Southeasterly along a line that makes an angle of 94 degrees 57 minutes with the last described line at the last described point, 230.00 feet to a point; thence Westerly, along a line that makes an angle of 90 degrees 47 minutes with the last described line at the last described point, 203.45 feet to a point; thence Northeasterly, along a line that makes an angle of 70 degrees 22 minutes with the last described line at the last described point, 25.00 feet to a point; thence Northwesterly, along a line that makes an angle of 19 degrees 51 minutes with the last described line at the last described point, 226.50 feet to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-00-8

Parcel #4

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of Klock Road and North Shore Drive, as relocated in 1940; thence Southerly along the Easterly line of North Shore Drive, as relocated, 161.00 feet, more or less, to the Northerly line of the land now owned by the Modem Plastics Corporation, a Michigan corporation, thence Easterly, along a line parallel to and 490.00 feet Southerly, at right angles from the North

line of the said Southwest Quarter of Section 18, 400.00 feet, thence North 5 degrees 57 minutes West, 161.00 feet, more or less, to a point on the Southerly line of Klock Road, thence West, along the South line of Klock Road, which line is 330.00 feet South of and parallel to the North line of the said Southwest Quarter of Section 18, 400.00 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0021-02-9

Parcel #5

That part of the Southwest Quarter of the fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing 2117.36 feet West and 330.00 feet South of the center of said Section, thence South 05 degrees 57 minutes East, along the East line of Willow Drive, now North Shore Drive, as surveyed previous to 1939, 160.87 feet; thence East, on a line that is parallel to and 490.00 feet South of the East and West Quarter line of said Section, 967.72 feet to the West line of Klock Road; thence North 17 degrees 30 minutes West 167.76 feet; thence West 933.94 feet, all along the West and South line of Klock Road, to the place of the beginning;

EXCEPTING THEREFROM land conveyed to the City of Benton Harbor for right of way for North Shore Drive; ALSO EXCEPTING THEREFROM the West 400.00 feet thereof.

Tax Parcel Id. No.: 11-54-0018-0021-01-1

Parcel #6

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at the Southeast corner of North Shore Drive and Klock Road; thence East, on and along the South right of way line of Klock Road, 931.18 feet to a point, thence South 17 degrees 30 minutes East, 167.76 feet to a point, which point is the place of beginning of the parcel of land herein described; thence West 303.94 feet to a point; thence South 05 degrees 57 minutes East, 173.18 feet to a point; thence North 64 degrees 45 minutes East 259.28 feet to a point; thence North 54 degrees 08 minutes East 70.74 feet to a point; thence North 17 degrees 30 minutes West 20.90 feet to the place of the beginning.

Tax Parcel Id. No.: 11-54-0018-0025-02-4

Parcel #7

That part of the Southwest Quarter of fractional Section 18, Town 4 South, Range 18 West, described as follows: Commencing at a point that is 200.00 feet North 84 degrees 03 minutes East of the Easterly line of North Shore Drive and 203.50 feet Northerly from, measured at right angles to the centerline of the Southbound track of the Chesapeake and Ohio Railway Company; thence North 43 degrees 20 minutes East

380.00 feet to a point; thence North 62 degrees 08 minutes East 189.20 feet to a point; thence South 73 degrees 56 minutes West 206.14 feet to a point; thence North 84 degrees 16 minutes West 203.45 feet to a point; thence South 13 degrees 54 minutes West 150.73 feet to a point; thence South 5 degrees 57 minutes East, parallel with the Easterly line of North Shore Drive, to the place of beginning.

Tax Parcel Id. No.: 11-54-0018-0025-03-2

That part of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 17, T9N, R8W, Michigan, described as beginning in the North and South 1/4 line of said Section 17 at a point 950.0 feet measured South 1° West from the North 1/4 post of said Section 17; thence South 88° 55' East 300.0 feet; thence South 1° West 125.00 feet; thence North 88° 55' West 300.0 feet to the North and South 1/4 line of said Section 17; thence North 1° East along said North and South 1/4 line 125.0 feet to the point of beginning. Subject to the use of the Westerly 30.0 feet thereof for public highway purposes.

Parcel No.: 59-008-017-027-00

Upon exercise of the option granted by the Agreement, conveyance of the Property is to be made to the Purchaser for the amount of \$25,000.00. The Agreement also includes a non-refundable deposit to the Trustee in the amount of \$5,000.00.

The Agreement is approved, and the Trustee is authorized to enter into the Agreement, to perform its terms, to convey the Property to the Purchaser on the terms of the Agreement if the option granted by the Agreement is exercised, and to take such other and further actions as may be necessary to carry out the terms of the Agreement.

This Order shall take immediate effect and the fourteen (14) day stay provided by Fed. R. Bankr. P. 6004(h) shall not apply.

8649460-1

END OF ORDER